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## New Home Warranty

Date of Purchase: \_\_\_\_/\_\_\_\_/\_\_\_\_

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

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1. This Residential Limited Warranty ("Limited Warranty") is made by **Hathaway Homes LLC** (Builder) to the individuals set forth above (Buyer) and applies to the property identified above (Property). This Limited Warranty is exclusive to the owner and may not be assigned.
2. **ONE-YEAR TERM.** This Limited Warranty shall begin on the date the Property is deeded to the Buyer from the Builder. This Limited Warranty shall end on the first anniversary of the commencement date. All claims under this Limited Warranty must be made within the term of this Limited Warranty. Claims not made within the term of this Limited Warranty are hereby waived by Buyer and Buyer releases Builder from all Claims (as defined below) from and after expiration of the term of this Limited Warranty.
3. **REPAIR.** During the term, Builder, in Builder's sole discretion, shall repair or replace any defects covered by this Limited Warranty. The work will be done by Builder and/or contractors selected by Builder. Buyer agrees to cooperate with Builder and Builder's contractors and make the Property reasonably available to Builder and Builder's contractors.
4. **CLAIM PROCEDURE.** If a defect appears that Buyer believes is covered by this limited Warranty, prior to the expiration of the one-year period, Buyer must promptly notify Builder, in writing, of the defect. Builder will schedule an appointment with Buyer and make a determination as to whether the defect is covered under this Limited Warranty. Upon determination that the defect is covered, builder will schedule a time to repair or otherwise correct the defect at Builder's expense.
5. **APPLIANCES AND EQUIPMENT.** Builder hereby assigns and passes through to Buyer all applicable manufacturer's warranties, if any, on all appliances, equipment contained within or otherwise associated with the Property which are held by the Builder.

**NON-WARRANTED ITEMS.** Items not covered by this Limited Warranty include: the furnace, air conditioning unit, water heater, stove, oven, range, sinks, tubs/showers, faucets, toilets, garbage disposal, dishwasher, microwave ovens, carpets and all other appliances.

Limitation of Non-Warranted items does not exclude Builder's installation of the Non-Warranted items.

6. **LIMITATIONS.**
  - **Ordinary wear and tear.** This Limited Warranty does not cover any damage caused by wear and tear or by the negligent, abusive, or willful acts or omissions of Buyer, persons inhabiting or present in the Property, or repairs, improvement, modifications

or additions to the property not made by Builder, including, without limitation, the failure to properly maintain and care for the Property.

- **Common Characteristics of Materials.** This Limited Warranty does not cover any defects that are a result of characteristics common to the materials used, such as, but not limited to; warping and deflection of wood, fading, chalking, the cracking of paint, concrete, stucco, drywall or caulk and weather stripping. This Limited Warranty does not cover cracks in or discoloration of concrete flat work, small cracks in masonry work, shrinkage or warping of hardwood floors, minor separation of the tile around tubs, minor separation of kitchen cabinets from the ceiling or the ceilings or walls from molding.
- **Acts of God.** This Limited Warranty does not cover any damage caused by excessive rain, sleet, snow, ice, wind or the elements. Nor does it cover damage caused by fire, casualty or other acts of God.
- **Mold.** This Limited Warranty does not cover mold or any damage caused by mold including, but not limited to, moisture or water in the crawl space.
- **Landscaping.** This Limited Warranty does not cover any landscaping including, but not limited to, plants, trees, shrubs, flowers and grass.

7. **INCIDENTAL, CONSEQUENTIAL AND SPECIAL DAMAGES.** Builder shall not be liable for, and Buyer hereby waives and releases Builder from any incidental, consequential or special damages incurred by Buyer or other inhabitants of the Property due to matters covered by this Limited Warranty.

8. **FURTHER LIMITATION OF WARRANTIES.** This warranty is in lieu of all other express or implied warranties of merchantability, fitness for a particular use, functionality and habitability. Any claim that the property is not habitable must be made within the term of this Limited Warranty. Buyer hereby releases Builder from and Buyer waives any right to make a claim under an express or implied warranty after expiration of the term of this limited warranty.

Buyer(s) Name(s) Printed: \_\_\_\_\_

Buyer 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Contact Info:**

Buyer 1 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Buyer 2 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Hathaway Homes LLC RCE-3909**

Signature: \_\_\_\_\_

**Bob Hathaway or Greg Hathaway**

Manager/Member

208.475.3304

Hathawayhomesllc.com